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UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA, NORTHERN DIVISION

In re:)	
)	Adversary Case No.: 9:23-ap-01023-RC
JONATHAN ALAN STEIN,)	
)	Chapter 7 Case No.: 9:23-bk-10174-RC
Debtor.)	
_____)	
)	
GABRIELINO-TONGVA TRIBE,)	DEBTOR STEIN'S ANSWER TO
Plaintiff,)	INITIAL COMPLAINT
vs.)	
JONATHAN ALAN STEIN, ESQ.,)	
Defendant.)	
_____)	(COUNTERCLAIM FILED
Jonathan Alan Stein,)	CONCURRENTLY)
Counterclaim Plaintiff)	
vs.)	
)	
ARMEN MANASSERIAN, PAUL YOUNG,)	
SANDONNE GOAD, CHORA YOUNG &)	
MANASSERIAN LLP, GABRIELINO-)	
TONGVA TRIBE, AN UNINCORPORATED)	
ASSOCIATION WITH NO LEGAL STATUS,)	
AND DOES 1-10,)	
Counterclaim Defendants)	
_____)	

**TO THE HONORABLE RONALD A. CLIFFORD III, UNITED STATES
BANKRUPTCY JUDGE, AND PLAINTIFF:**

Chapter 7 debtor Jonathan Stein (the “**Debtor**”) answers the *Complaint For Determination That Debt Is Excepted From Discharge Under 11 U.S.C. § 523, And Denial Of Discharge Under 11 U.S.C. § 727 [Case 9:23-bk-10174, Dkt 63 and Case 9:23-ap-01023, Dkt 1]*, and states affirmative defenses as follows. A concurrently filed Counterclaim states compulsory counterclaims in a separate document.

1. RESPONSE TO COMPLAINT ALLEGATIONS

Jurisdiction Allegations

1. Allegations contained in paragraph 1 of the Complaint are admitted, but only as to Plaintiff’s consent. Defendant Stein seeks a jury trial to the fullest extent provided by law, and does not consent at this time to jurisdiction of this Court to enter any judgment or final order pursuant to FRBP 7008 and Local Rule 7008-1.

2. Allegations contained in paragraph 2 of the Complaint are admitted.

3. Allegations contained in paragraph 3 of the Complaint are admitted.

4. Allegations contained in paragraph 4 of the Complaint are admitted.

5. Allegations contained in paragraph 5 of the Complaint are admitted.

6. Allegations contained in paragraph 6 of the Complaint are denied. Defendant does not know the legal standard which is a question of law.

7. Allegations contained in paragraph 7 of the Complaint are denied. Defendant does not know the legal standard which is a question of law.

8. Allegations contained in paragraph 8 of the Complaint are denied. Defendant does not know the legal standard which is a question of law. The jurisdiction of this Court is admitted.

9. Allegations contained in paragraph 9 of the Complaint are admitted.

10. Allegations contained in paragraph 10 of the Complaint are denied. Defendant does not know the legal standard which is a question of law.

Parties Allegations

11. Allegations contained in paragraph 11 of the Complaint are admitted in part and denied in part. It is admitted that Plaintiff was an unincorporated association and had a money judgment against the Debtor when it had legal existence and an agent for service of process before 2019. However, at present, Plaintiff is not “duly organized and existing under the laws of the State of California”. In addition, Plaintiff is not “doing business in Riverside County”.

12. Allegations contained in paragraph 12 of the Complaint are admitted.

Fact Allegations

13. Allegations contained in paragraph 13 of the Complaint are admitted.

14. Allegations contained in paragraph 14 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

15. Allegations contained in paragraph 15 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

16. Allegations contained in paragraph 16 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

17. Allegations contained in paragraph 17 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

18. Allegations contained in paragraph 18 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

19. Allegations contained in paragraph 19 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

20. Allegations contained in paragraph 20 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

21. Allegations contained in paragraph 21 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity

cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

22. Allegations contained in paragraph 22 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

23. Allegations contained in paragraph 23 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

24. Allegations contained in paragraph 24 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

25. Allegations contained in paragraph 25 of the Complaint are admitted.

26. Allegations contained in paragraph 26 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

27. Allegations contained in paragraph 27 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in

another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

28. Allegations contained in paragraph 28 of the Complaint are admitted.

29. Allegations contained in paragraph 29 of the Complaint are admitted in part and denied in part. Defendant signed the Articles as organizer of the LLC, and not as Manager or member, which were Linda Hong Sun Stein under the Operating Agreement.

30. Allegations contained in paragraph 30 of the Complaint are admitted.

31. Allegations contained in paragraph 31 of the Complaint are admitted.

32. Allegations contained in paragraph 32 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

33. Allegations contained in paragraph 33 of the Complaint are denied. Jonathan and Linda Stein filed a joint tax return.

34. Allegations contained in paragraph 34 of the Complaint are denied. Defendants does not have sufficient facts to admit such allegations, given the vague and ambiguous reference to a document that is not attached as an exhibit and Defendant makes no such declaration in this lawsuit.

35. Allegations contained in paragraph 35 of the Complaint are denied. Defendants does not have sufficient facts to admit such allegations, given the vague and ambiguous reference to a document that is not attached as an exhibit and Defendant makes no such declaration in this lawsuit.

36. Allegations contained in paragraph 36 of the Complaint are admitted.

37. Allegations contained in paragraph 37 of the Complaint are admitted.

38. Allegations contained in paragraph 38 of the Complaint are admitted.

\$20 Million Compensatory Damage Award Allegations

39. Allegations contained in paragraph 39 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

40. Allegations contained in paragraph 40 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

41. Allegations contained in paragraph 41 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

42. Allegations contained in paragraph 42 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

43. Allegations contained in paragraph 43 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity

cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

44. Allegations contained in paragraph 44 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

45. Allegations contained in paragraph 45 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

46. Allegations contained in paragraph 46 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

47. Allegations contained in paragraph 47 of the Complaint are denied. Defendant does not know if the quotations are accurate, or if a “tentative decision” may be considered a “court order”, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

48. Allegations contained in paragraph 48 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There

are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

49. Allegations contained in paragraph 49 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court). In addition, it is denied that David Klass is a member of the California State Bar. However, Defendant admits to sending one or more emails to David Klass and Tangherlini in December 2018 and that Klass referred him to attorney Alex Brucker.

50. Allegations contained in paragraph 50 of the Complaint are admitted.

51. Allegations contained in paragraph 51 of the Complaint are denied. Defendants does not have sufficient facts or familiarity with such document to admit such allegations, given the vague and ambiguous reference to a document that is not attached as an exhibit and Defendant makes no such declaration in this lawsuit.

52. Allegations contained in paragraph 52 of the Complaint are denied. Defendants does not have sufficient facts or familiarity with such document to admit such allegations, given the vague and ambiguous reference to a document that is not attached as an exhibit and Defendant makes no such declaration in this lawsuit.

53. Allegations contained in paragraph 53 of the Complaint are denied. Defendants does not have sufficient facts or familiarity with such document to admit such allegations, given the vague and ambiguous reference to a document that is not attached as an exhibit and Defendant makes no such declaration in this lawsuit.

54. Defendant admits that the Kirk Property Grant Deed was recorded on or about February 22, 2019. Other allegations contained in paragraph 54 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity

cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

55. Allegations contained in paragraph 55 of the Complaint are admitted.

56. Defendant admits that the punitive damages phase of the trial occurred in 2019. Other allegations contained in paragraph 56 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

57. Allegations contained in paragraph 57 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

58. Allegations contained in paragraph 58 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

59. Allegations contained in paragraph 59 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

60. Allegations contained in paragraph 60 of the Complaint are denied. Defendant does not have sufficient facts to determine their veracity and no exhibits indicate the truth of such vague and ambiguous allegations.

Judgment Allegations

61. Allegations contained in paragraph 61 of the Complaint are admitted, with the exception that the August 2019 Judgment and Statement of Decision do not “track” the Tentative Decision. And unlike the Tentative Decision, the August 2019 Judgment carries the force of law.

62. Allegations contained in paragraph 62 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

63. Allegations contained in paragraph 63 of the Complaint are denied. There was no such Statement of Information filed for or on behalf of Milpas LLC by Hong Sun or any agent of Milpas LLC.

64. Allegations contained in paragraph 64 of the Complaint are admitted.

65. The issuance of an opinion on the Lexis legal publication system is admitted. Other allegations contained in paragraph 65 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

66. The issuance of a court order is admitted. Other allegations contained in paragraph 66 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1

does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

67. Allegations contained in paragraph 67 of the Complaint are admitted.

68. Allegations contained in paragraph 68 of the Complaint are denied. Defendant does not have sufficient facts to determine their veracity and no exhibits indicate the truth of such vague and ambiguous allegations.

69. The issuance of an opinion on the Lexis legal publication system is admitted. Other allegations contained in paragraph 69 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court decision made in another court and which is not yet final. Doc 21-1 does not appear to have any such quotation. There are no facts alleged in this paragraph, only quotations from a court decision whose truth or falsity cannot be accepted pursuant to doctrine of judicial notice (if judicial notice is ever granted by this Court).

First Bankruptcy Allegations

70. Allegations contained in paragraph 70 of the Complaint are admitted.

71. Allegations contained in paragraph 71 of the Complaint are admitted.

72. Allegations contained in paragraph 72 of the Complaint are admitted.

73. The hearing before Judge Saltzman on the date stated, and the fact that the Court made comments at that hearing, are admitted. Other allegations contained in paragraph 73 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court hearing in another case. There are no facts alleged in this paragraph, only quotations from a court hearing whose truth or falsity cannot be accepted pursuant to the doctrine of judicial notice (if judicial notice is ever granted by this Court).

74. Allegations contained in paragraph 74 of the Complaint are admitted, with the exception that the dismissal by Judge Scarsi was on jurisdictional grounds alone and without prejudice.

75. Allegations contained in paragraph 75 of the Complaint are denied. Defendant does not have sufficient facts to determine their veracity and no exhibits indicate the truth of such vague and ambiguous allegations.

76. Allegations contained in paragraph 76 of the Complaint are admitted.

77. The issuance of a court order is admitted. Other allegations contained in paragraph 77 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court order in another case. There are no facts alleged in this paragraph, only quotations from a court hearing whose truth or falsity cannot be accepted pursuant to the doctrine of judicial notice (if judicial notice is ever granted by this Court).

78. Allegations contained in paragraph 78 of the Complaint are denied. Defendant does not have sufficient facts to determine their veracity and no exhibits indicate the truth of such vague and ambiguous allegations.

79. The issuance of a court order is admitted. Other allegations contained in paragraph 79 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court order in another case. There are no facts alleged in this paragraph, only quotations from a court hearing whose truth or falsity cannot be accepted pursuant to the doctrine of judicial notice (if judicial notice is ever granted by this Court).

80. Allegations contained in paragraph 80 of the Complaint are admitted.

81. Allegations contained in paragraph 81 of the Complaint are admitted.

82. Allegations contained in paragraph 82 of the Complaint are admitted.

83. The date of the court hearing is admitted as is Defendant's attendance at such court hearing. Other allegations contained in paragraph 83 of the Complaint are denied. Defendant does not have sufficient facts to determine their veracity and no exhibits indicate the truth of such vague and ambiguous allegations.

84. Allegations contained in paragraph 84 of the Complaint are admitted.

85. Allegations contained in paragraph 85 of the Complaint are admitted.

86. The date of the court order is admitted. Other allegations contained in paragraph 86 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court order in another case. There are no facts alleged in this paragraph, only quotations from a court hearing whose truth or falsity cannot be accepted pursuant to the doctrine of judicial notice (if judicial notice is ever granted by this Court).

87. Allegations contained in paragraph 87 of the Complaint are admitted.

88. Allegations contained in paragraph 88 of the Complaint are admitted.

89. The date of the court order is admitted. Other allegations contained in paragraph 89 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court order in another case. There are no facts alleged in this paragraph, only quotations from a court hearing whose truth or falsity cannot be accepted pursuant to the doctrine of judicial notice (if judicial notice is ever granted by this Court).

90. The date of the court order is admitted. Other allegations contained in paragraph 90 of the Complaint are denied. Defendant does not know if the quotations are accurate, but if so, they are only quotations from a court order in another case. There are no facts alleged in this paragraph, only quotations from a court hearing whose truth or falsity cannot be accepted pursuant to the doctrine of judicial notice (if judicial notice is ever granted by this Court).

***First Cause of Action for Non-Dischargeability Of Plaintiff's Claim
Section 523(A)(2)(A) Of Bankruptcy Code***

91. Defendant reallegers and incorporates by reference paragraphs 1 – 90 as if set forth herein.

92. Allegations contained in paragraph 92 of the Complaint are denied.

93. Allegations contained in paragraph 93, and all of its subparts, are denied.

94. Allegations contained in paragraph 94 of the Complaint are denied.

95. Allegations contained in paragraph 95 of the Complaint are denied.

***Second Cause of Action for Non-Dischargeability Of Plaintiff's Claim
Section 523(A)(4) Of Bankruptcy Code***

96. Defendant realleges and incorporates by reference paragraphs 1 – 95 as if set forth herein.

97. Allegations contained in paragraph 97 of the Complaint are denied.

98. Allegations contained in paragraph 98 are denied.

99. Allegations contained in paragraph 99 of the Complaint are denied.

100. Allegations contained in paragraph 100 of the Complaint are denied.

Third Cause of Action for Non-Dischargeability Of Plaintiff's Claim

Section 523(A)(6) Of Bankruptcy Code

101. Defendant realleges and incorporates by reference paragraphs 1 – 100 as if set forth herein.

102. Allegations contained in paragraph 102 of the Complaint are denied.

103. Allegations contained in paragraph 103, and all of its subparts, are denied.

104. Allegations contained in paragraph 104 of the Complaint are denied.

105. Allegations contained in paragraph 105 of the Complaint are denied.

***Fourth Cause of Action for Objection To Debtor's Discharge
Section 727(A)(3) Of Bankruptcy Code***

106. Defendant realleges and incorporates by reference paragraph 1 – 105 as if set forth herein.

107. Allegations contained in paragraph 108 of the Complaint are denied.

108. Allegations contained in paragraph 109 of the Complaint are denied.

109. Allegations contained in paragraph 110 of the Complaint are denied.

***Fifth Cause of Action for Objection To Debtor's Discharge
Section 727(A)(4) Of Bankruptcy Code***

110. Defendant realleges and incorporates by reference paragraphs 1 – 110 as if set forth herein.

111. Allegations contained in paragraph 112 of the Complaint are denied.

112. Allegations contained in paragraph 113 of the Complaint are denied.

113. Allegations contained in paragraph 114 of the Complaint are denied.

114. Allegations contained in paragraph 115 of the Complaint are denied.

115. Allegations contained in paragraph 116 of the Complaint are denied.

116. Allegations contained in paragraph 117 of the Complaint are denied.

117. Allegations contained in paragraph 118 of the Complaint are denied.

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Prayer For Relief

Responding to the Prayer for Judgment including paragraphs 1 through 9, Defendant denies each and every allegation contained in those paragraphs and specifically denies that Plaintiff is entitled to any relief whatsoever from or against responding Defendant.

WHEREFORE, Defendant Stein respectfully requests that the Court render judgment in favor of Defendant and against Plaintiffs' on all causes of actions in the Complaint, as well as any and all other relief the Court deems appropriate.

STATEMENT OF AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

(Lack of Capacity to Sue)

Defendant is informed and believes and thereon alleges Plaintiff lacks the legal capacity to maintain an action in this Court.

SECOND AFFIRMATIVE DEFENSE

(Failure to Join Parties)

Defendant is informed and believes and thereon alleges that Plaintiff has failed to name one or more indispensable, required, feasible or permissible parties necessary to render a fair, equitable, adequate or complete judgment on the Complaint, or any of its causes of action.

THIRD AFFIRMATIVE DEFENSE

(Failure to State a Cause of Action)

Defendant is informed and believes and thereon alleges that the Complaint, and each purported cause of action stated therein, fails to state facts sufficient to constitute a cause of action against Defendant.

FOURTH AFFIRMATIVE DEFENSE

(Complaint Uncertain)

Each and all of the purported causes of action asserted in the Complaint are uncertain, ambiguous and unintelligible.

FIFTH AFFIRMATIVE DEFENSE

(Comparative Fault and Responsibility - Others)

Defendant is informed and believes and thereon alleges that if Plaintiff suffered or sustained any damages as alleged in the Complaint, such damages were proximately contributed to by Plaintiff, or other persons or entities unnamed in this action, and that liability of all responsible degrees of fault and/or responsibility, and the liability of Defendant, if any, should be reduced accordingly.

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SIXTH AFFIRMATIVE DEFENSE

(Estoppel)

Defendant is informed and believes and thereon alleges that any and all causes of action in the Complaint are barred by the doctrine of estoppel.

EIGHTH AFFIRMATIVE DEFENSE

(Waiver)

Defendant is informed and believes and thereon alleges that any and all causes of action in the Complaint are barred by the doctrine of waiver.

NINTH AFFIRMATIVE DEFENSE

(Release)

Defendant is informed and believes and thereon alleges that any and all causes of action in the Complaint are barred by release.

TENTH AFFIRMATIVE DEFENSE

(Lack Of Damage)

The Complaint is barred because Plaintiff lacks any damages.

ELEVENTH AFFIRMATIVE DEFENSE

(Setoff)

Defendant is informed and believes and thereon alleges that Plaintiff has failed to pay amounts owed, or may be adjudicated to owe a money judgment of an ascertainable amount, and that any amounts that may be awarded by this Court must be setoff by such amounts.

TWELFTH AFFIRMATIVE DEFENSE

(Failure to Mitigate)

Defendant is informed and believes and thereon alleges that at all relevant times, Plaintiff failed to use reasonable care to reduce, minimize and mitigate their damages, if any.

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THIRTEENTH AFFIRMATIVE DEFENSE

(Unclean Hands)

Defendant is informed and believes and thereon alleges that the Complaint and each cause of action alleged therein are barred by doctrine of unclean hands.

FOURTEENTH AFFIRMATIVE DEFENSE

(No Res Judicata)

Defendant is informed and believes and thereon alleges that the Complaint and each cause of action alleged therein fail because they each is not supported by the doctrine of res judicata.

FIFTEENTH AFFIRMATIVE DEFENSE

(Retaliatory And Discriminatory)

Defendant is informed and believes and thereon alleges that the Complaint is a discriminatory action against him due to the fact that Defendant contested Plaintiff's proof of claim as well as due other discriminatory reasons, by filing the instant action.

SIXTEENTH AFFIRMATIVE DEFENSE

(Impossibility)

Defendant is informed and believes and thereon alleges that Defendant was and is excused from his performance by virtue of impossibility caused by persons, events and/or conditions beyond the control of Defendant.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Illegality)

Defendant is informed and believes and thereon alleges that Plaintiffs are barred from recovery by the defense of illegality.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Failure to Investigate)

Defendant is informed and believes and thereon alleges that Plaintiffs failed and refused to investigate adequately the factual basis of their alleged claims against Defendant, and for that reason,

Defendant is entitled to an award of his reasonable attorneys' fees incurred in defending against this baseless action.

NINETEENTH AFFIRMATIVE DEFENSE

(Consent)

Defendant is informed and believes and thereon alleges that the Plaintiffs impliedly and/or expressly consented to the alleged conduct of Defendant, thereby barring or reducing their recovery from Defendant.

TWENTIETH AFFIRMATIVE DEFENSE

(Privilege)

Defendant is informed and believes and thereon alleges that Defendant was privileged in performing the acts alleged in the Complaint.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(Reservation of Additional Affirmative Defenses)

As some of the allegations of the Complaint are vague, ambiguous, and couched in conclusory terms, Defendants cannot presently fully ascertain or appreciate all of the affirmative defenses available to it, and therefore, reserves the right to assert additional affirmative defenses when they become recognizable.

WHEREFORE, DEFENDANT PRAYS FOR JUDGMENT AS FOLLOWS:

1. That Plaintiff takes nothing and that the Court enter judgment in favor of Defendant and against Plaintiff on all causes of actions;
2. That Defendant be awarded his reasonable attorneys' fees and costs incurred in this action, in accordance with law; and
3. For such other and further relief as the Court may in its discretion deem just and proper.

DATED: August 9, 2023

LAW OFFICES OF DAVID B. LALLY

By: /s/ David Lally

David B. Lally

Attorneys for Defendant and Counterclaim Plaintiff,

Chapter 7 Debtor Jonathan Stein